RICHMOND VA., TUESDAY JULY 2 1895,

## McG!LYRAY ON THE STAND,

Secretary of the Board of Education is a Good Witness.

THE DEFENSE OPENS ITS SIDE,

It Turns Out that Mr. De Lee is Author of the World Letter-Massey's and Womack's Reputations Defeuse Go Into This Question, But the Court Rules That Womack's Reputation is

Not in This Case\_Deeds of Conveyance of Ash Lawn, Mr. Massey's Albemarle

NORFOLK, VA., July 1 .- Special .- The weath day of the Massey-r'ilot nocl suit trust to the torrid heat of the six p'ecooling days that everybody appreciated. As usual, the court-room was packed with citizens and strangers, who encouched upon the space allotted the lawyers and reporters, and made the day uppleasant for each. But the trial was

o coded with as follows: Secretary McGilvray, who was on witness stand when court adjourned Satarday afternoon, resumed his seat and was turned over to the tender marchel of Captain John S. Wise, who started off by blandly requesting the secretary to look in the Journal and find the circular anouncing the adolling of books either mounting the adoption of books either in June or July.

"There it is, Circular, No. 54," answer-

ed Mr. McGilvray, handing it to the

"There it is, Circular, No. 54," answered Mr. McGilvray, handing it to the Captain.

In answer to a question, Mr. McGilvray said he could not tell when the American Book Company was formed. He could tell, however, who were the parties that dealt in this matter of books with the State before the formation of the company, and at the request of Captain Wise, he read their names from the journal. The most of them were now members of the American Book Company. He also gave the names of several of the representatives of the firms who furnish the books. Continuing, in answer to questions, Mr. McGilvray said:

"I do not know that I have ever been in constant communication with Mr. Womack. I may have occasionally. I am not certain about having been in consiltation with him some time previous to the adoption of the contract of Issi, but it may be 5. I think he came in and out as the agent of Van Antwerp, Bragg & Co., about the time of the adoption of the contract in 1856. I do not remember when I first knew him as the agent of Van Antwerp, Bragg & Co., about the time of the adoption of the American Book Company. Mr. Thaxton, of A. S. Harnes & Co., and A. R. Henry, of the University Book Co.; Mr. Lee, of New York, and Mr. Patton, of the March Sth. Were there about that time. I had charge of the minutes of them Sid see them. I had no instructions 141 to show them. I do not remember whether any books were brought to my office, and submitted, after the issuance of the circular of 180e. I do not remember whether I told anybody about the entry of March Sth. if any books were brought and submitted.

Mr. Wise's examination.

Capt. Wise here braced up, and leaning

I could not tell."
You were not at the meeting of March,

sey, and I wrote it in the minute book."
"You cannot say what was done at that meeting."
"No." "No."
"Could you swear that this book list was really adopted?"
"No. My recollection is that Mr. Massey handed me the list, and stated that it was the list adopted at the meeting of the board held that day. When the secretary was not present it was customary for the superintendent to take notes of the minutes, and give them to me. I have no could, however, that they were correct."

THE FLOCK OF BOOK AGENTS

Captain Wise: "I don't want you to doubt. You do the testifying." "Do you remember about when the "Do you remember about when the flock of book agents dispersed?"
"I do not."
"Can you identify your signature on this piece of paper? (handing it to wit-

The paper was a certificate of deposit in the Planters National Bank, of Rich-mond, No. 3713, dated September 20, 1884, in favor of John E. Massey, for 323, marked "Paid Dec. 20, 1884," and en-dorsed, "Pay to the order of J. A. Mc-Gilvray, Joan E. Massey, J. A. McCil-yray.

vray, "How did you come by that certifi-"My recollection is that Mr. Massey sent it to me in a letter, asking me to deposit it, secure part of it in cash, and have another certificate issued in his name for the balance."

"Is this the certificate you took when you surrendered the old one and took part of the amount in cash?" "I do not know that it is, but suppose

THE BOOKS OF THE BOARD.

"Now let us go back to March, 194, when this contract was made. You said you had charge of the books of the board then?" "Yes."
Witness said he could not recall any

request about that time from any repre-sentative of a book company to see the minutes of the board. Mr. Rutherford had asked to minutes of the board. Mr. Rutherford had asked to see some papers or paper, but did not seem to know exactly what he wanted. He then asked for the booklist that had been adopted by the board. I then had some conversation with him, and asked him what he wished with it. He declined to answer, He then wanted the contract made between the board and the publishers in 1844.

He declined to answer. He then wanted the contract make between the board and the publishers in 1894. I had a visit from Mr. Byrd; don't remember when, but think it was in the winter of 1860 or 1894. His first call was to apprise me of his desire to appear before the Board of Education when the board adopted the list of books. He stated that he had been to see the Governor, and had been referred to me. He left a request to be notified when the board did meet. I told him that I sometimes had very short notice of the meetings myself, as it meets when convenient to its members, all of whom have some other business to attend to, but I would give him such notice as I myself received.

I notified him: I telegraphed him the day before the meeting at his office in Winchester. The hext day he was in hickmond, and tod me I could send no-

tice to the Capitol if the board met before the Legislature adjourned. I afterwards met him in the Attorney-General's
office, and he stated he would call to see
a copy of the contracts. I told him I
could not let him see them. I then received word from the Attorney-General
to let him have a copy, and that night I
went to the office and mailed a copy of
the contract to Mr. Scott for him.

CAPTAIN WISE'S QUESTIONS.

Captain wise's Questions.

Captain Wise: Had you say instructions from the board with reference to permitting persons to see those contracts?

"I had the same that I always had."

What were they?

"I always had positive instructions that the law requires that papers and documents filed in the office can only be seen by interested persons. There is a distinct rule in the Code of 1877, section 4136, referring to the office and duties of the Superintendent of Public Instruction, that such papers and documents shall be kept in the office, and not open to inspection, except by people whom they concerned."

You had no special instructions about the showing or these contracts?

"No, sir."

"No, sir."

"No, sir."

Witness repeated that Mr. Byrd asked to see these contracts, and said he told Mr. Byrd that the Governor or Attorney-General ought to sive an order before he could show them. He hat had no conversation with Mr. Tazewell Ellett about these papers, but had inderstood that Mr. Byrd and Mr. Ellett were associated in this thing.

Captain Wise then asket. Were you, or not instructed to show these contracts? "Yes, sir."

"Yes, sir."
Then and there?
"No, sir, not then and there."
Is that your whole recollection of that interview?
"Yes, sir, all that there was that he must have permission from Attorney Scott." Scott.

THE AMERICAN BOOK COMPANY,

By Judge Heath: It has been said that the books of A. B. and Co. were put down on this list as the books of the American Book Company. How do you explain that?

explain that?

"Because the American Book Company is comprised of the firms who publish these books."

Is it not a fact that there is a larger amount of money spent in readers, spellers, and krammars that for the same books published by other companies?

"I do not know that such was the fact." Have you no way to ascertain that

"I have no way of ascertaining any

"I have no way of ascertaining any such amount."
Could you furnish us with a statement to the effect?
"I could not give any statement that would be correct."
You spoke of one A. F. Henry; where does he live?
"In Richmond."
Have you seen him recently?
"About a month ago."
Mr. Clerk, has the second subpenona for R. P. Henry been returned?
Clerk Waring replied that it must have been returned.
Witness stated that Mrs. W. R. Wright, a daughter of Mr. Massey, succeeded W. W. Covett, who died, he thought, in 189, as clerk in the office of Superintendent of Public Instructions, that she was employed there about two years, and ceased to octory that position April 1, 188. He and Mr. Massey appointed their own clerks.

A QUESTION AS TO REGULATIONS.

A QUESTION AS TO REGULATIONS, Judge Heath: Is there or is there not, a regulation or rule in that office, probibiting the employment of married ladies in that office?

MR. WISE'S EXAMINATION.

Capt. Wise here braced up, and leaning forward, gazed intently at witness a write, and then asked:

"If anybody brought books under the call of Womack, could you or not tell whether you received them?"

"I do not know.

"Do you remember any of the discussion between Altorney-General Scott and Superintendent Massey at the meeting of May 181?"

"I could not tell."

"You were standing the employment of married ladies in that office, promotion in that office desiration that the plaintiff was conducting the effice properly, and according to law. Now, if it is true that the plaintiff was conducting the effice properly, and according to law. Now, if it is true that the plaintiff was conducting the effice properly, and according to law. Now, if it is true that the plaint

"I do not."

To Mr. Small, witness said that he could had had no knowledge that as far back as 182 the firms that comprise the American Book Company were acting forgether; he had no positive knowledge that they were one and the same party. After the formation of the American Book Company, they were represented by one agent, Mr. Womack. He could not tell at what time he appeared as such agent. He had never had any conversation with Mr. Henry about the dropping of some books. Henry never citered any protest against the exclusion of books published by the firm he represented, nor did the University Publishing Company enter a profest. As he understood it, the Board, since 1884, adopted one book-list, in accoordance with the Constitution of the State. Mr. Massey told me this was required by lawfall is to say, only one grammar, speller, reader, etc., should be adopted for use in the schools of the State. K recollect further that in 189 Mr. Massey recommended that the same course be adopted, and you will find that recommendation in the rules. Before 1886 there was a multiple list adopted, which was at the discretion of the county boards, and in 1886, under Buchs and, they adopted a single book-list.

THE MULTIPLE BOOK 115T.

in 1886, under Buchs "In, they anopted a single book-list."

Mr. Small here asked if, in adopting the list, the Board adopted the books of the firms constituting the American Book Company.

Witness: "There is only one book-list in this State."

Mr. Small handed witness a pamphlet entitled, "The School-Book Question." and Issued by Attorney-General Scott and Governor O'Ferrall, and asked: "What does that say?"

That there must be only one book-list."

"Then," said the attorney, "the adoption of the multiple must have been at the meeting held in June. 1890?"

"Yes, sir," promptly answered Mr. Mc-Gilvray.

"Was it at this meeting that this policy was reversed?"

"I understand that at that meeting they did not act definitely."

"Then, Mr. McGilvray, look at your books and tell me whether the single list was not acted upon at the meeting of March, 1890. That was a denfile action, was it not?"

"Yes, sir; in the majority."

"Yes, sir; in the majority."

"Were the University Publishing Com-

180. That was a denfile action, was it not?"

"Yes, sir: in the majority."

"Were the University Publishing Company's books excluded at that meeting?"

"Yes, sir."

"Then something occurred that changed the policy from a single to a multiple list?"

"I understand that that was the case."

Mr. McGlivray said he had no means of ascertaining when the report made by the different county and city school superintendents were made, as it was not sent out from his office. The board did no call for it; but Saxton, an agent of the American Book Company, did. He thought the resolution adopted in referenc? of the contract was in March, 1894, Did not think it was in the conract of 1890.

THE PRICES IN OTHER STATES.

steps were taken with the American Iniversity companies about furnish-ooks at lower prices in other States hooks at lower prices in other State in Virginia until the Pilot's ardel published, and no special examinatic made to ascertain whether hoo sold higher here until after the r ion. He was present at the m which lasted several hours, but o

discovered that some books were sold for more in Virginia than in other States by the same publisher. (Here witness turned to the minutes.)

Yes, here is a statement that Holmes' History was sold in West Virginia at eighty cents and in Virginia at ninety-one. But there is a reason for that. In Virginia there is only one book of history on

the list.

Mr. Small asked: "And this being so, the board failed to annul the contract, as per

board failed to annul the contract, as per paragraph two?"
"It could not do so under similar conditions. The board could on its discretion cancel and avoid a contract win the American and University both."
"I understand all that, but what I want to know from you is whether they could cancel or not a contract which is being violated?"
"That, sir, is a matter for the Board of Education to decide."

"That, sir, is a matter for the Board of Education to decide."

"You have, then, no opinion of your own about this matter?"

"Yes, sir, I have. Holmes' History is furnished by the University Publishing Company and not the American Book Company. The Board of Education has a right to change or annul a contract if the conditions therein are not in accordance with the rules of the State Board."

"Was there any discrepancy between this and other States?"

"Yes, sir,"

"Yes, sir."
"Did they cancel this contract on account of this discrepancy?"
"No, sir, not up to date."
Jude Heath: "Where are those contracts?"

Here they are," handing Judge Heath a roll of papers.

Do you know that the same books are

sold cheaper in Ohio than in Virginia?

'No, sir."
In South Carolina?
'No, sir. I do not."
Was this matter discussed by the board and have they not admitted that the prices varied from this State?
'I have no recollection, except in the case of West Virginia."
Can you give the fer.

Can you give the jury any statement of the action of the board in regard to these variations in prices, and in violation of these contracts?

"The board decided that there was no such violation, and that the contract was a just and legal one."

THE BOARD'S STATEMENT,

The witness said he assisted in the preparation of the statement sent outby the Attorney-General and Governor O'Ferrail, but did not remember if directly. He prepared the contracts from memoranda furnished him by the Board of Education. He could not tell specifically whether they were submitted to the Attorney-General before they were signed; they were submitted to up board. The board did not noble to approved. THE BOARD'S STATEMENT The board did not publish thy approval

The board did not publish the approval of the list.

To Mr. Bryd: "In my telegram to you I did say that the board could not accept any statement in full about the bids. Your firm had nose in at that time. I have no recollection that Mr. Scott told me not to lot them see the contract. I delivered the contracts to Mr. Ackiss, attorney for the American Book Company. He is dead now."

Cross examined:

To Mr. Thom: "The minutes of March 13, 1850, are signed by Governor McKinney and attested by myself. That was a partial adoption of the book list."

To Mr. Byrd: If remember that you and Tazewell Ellet had asked admittance to the board, and that I told you that you could not be heard any further in that matter. Those were my orders from the board."

Resuming, so Mr. Thom: "The adop-

the board."
Resuming, to Mr. Thom: "The adoption of March 25th was only partial, and Mr. Masser the next day mailed a circular to the representatives of the book cular to the representatives of the book companies, asking them to bring thei books before the board for consideration Circulars 54, 55, and 56 were addressed to the superintendents of schools. All the circulars in the book were so addressed Circular 56 was really no part of the official educational journal. All the cir-culars issued by the Superintendent were than that in a memoration look it. kept in part in a memorandum-book to

THE MINUTES OF THE MEETING

Judge Heath, to witness: "Do you feed and Judge Heath, to witness: "Do you feed all the feed of the wook-agents that were there to go hom and make a fight for their acceptance?"

"I do not."

To Mr. Small, witness said that by could had had no knowledge that as the back as 182 the firms that comprise the back as 182 the firms that comprise the gether; he had no positive knowledge that they were one and the same party, they were neglected that they were one and the same party. After the formation of the American After the forms that comprise the properties of the meetings of June 4th and March 2th to the jury. He then read March 2th to Secretary alcGilvray here showed the ainutes of the meetings of June 4th air

Publishing Company, and because the had the full paironage of that State They offered the same price in this State provided their books were the cole adoption by the Board, which refused the effer. Before the organization of the American Book Company, the bulk of companies now represented in it enjoyed the greater part of Virginia's patronag in one edition or another of the reader and arithmetics; Maury's Geography which has been in use since 1841, as ha Appleton's Geography, and Harvey's Geography. Read, and Kellogg's Gramma was adopted in 1873, and excluded in 1887. The Board also has agreements with Miffin & Company, of Boston, and other and contracts with A. S. Lowell, New York; J. P. Bell & Co., of Lynchburg, an J. L. Hill Company, of Richmond.

J. L. Hill Company, of Richmond.

No Discrimination.

We found that there was no discrimination against the children of Virginia, and when there was a different in prices there was a different in prices. The Governor and the Attorney-General investigated the prices of books, and attended to some of the correspondence, turning over the replies to them.

When Webster's dictionary was adopted, Governor O'Forrall warmly endorsed it, and, with Mr. Massey, voted for it, Mr. Scott opposing it. The refusal to add the books of the Grinnand Company, when Byrd appeared before the board,

hen Byrd appeared before the board,

udge Heath: When did the Educa-nal Journal begin?" In 1872."

Is it still published?" "Is it still published?"

"No, sir; it was succeeded by the Virginia School Journal, which is published by E. C. Glass, of Lynchburg; Mr. Jenkius, of Portsmouth, and myself, who hought the former from Superintendent Fox, of Richmend, in 1892, and changed it to the Virginia School Journal. The official editor is the Superintendent of Public Instruction, who is paid nothing for the work. We have a contract within State, by which we founds all the the State, by which we furnish all the school superintendents, for which we are paid about \$500 per year. We furnish

as outside books are insignific Harvey's grammar and Maxwell's rammar are both on the list. There is objection in some locality, but when is fact was made known, the contract with the American Book Company had been made, and a contract for Maxwell's was entered into in order to satisfy local

was entered into in order to satisfy focal superintendents. The latter was adopted September 25, 1894.

'The American Book Company owned Webster's Dictionary when it was put back on the list. I do not know that there is anything in the minutes to show the reasons for previous action of the local in decompling books.

he reasons for previous action of the board in dropping books."
Defence next put Hon. George W. Mortis, or Charlottesville, member of the slature of 1804, on the stand. He hed that he nominated Mr. Massey scus for Superintendent.

Add you come to do H. Mr. Mortis asked.

J. W. Womack met me in the of the Exchange Hotel and said.

Mr. Massey would be gratified in

have me to do it. Afterward Mr. Massey expressed to me his gratification at my having done so." I have known Womack for six or eight years, He is a nephew of Andrew J. Farish, who is a great friend of Mr. Blectrocuted in the Sing Sing Peniten-Massey.

ME. JOHN RUTHERFORD. John Butherford, of Hichmond, was called and asked: "Do you remember, that in 18th you went to the other of the Superintendent of Public Instruction-for me to secure a copy of the book con-tract?" Mr. Thom: Mr. Byrd, do you intend to impeach Mr. Mctilivray?" Mr. Byrd: "No, sir; simply to show facts."

"Yes."
"What is it?"
"That he is not an honest man."
"To you know that Mr. Massey read ant article of yours in the New York Yorld?"
"No, sir. He replied to some articles, one of which was published in The Richman.

CHARGES AGAINST ME. MASSUE.

Captain Wise: "We wish to show that as long ago as July, 186, Mr. Masses was charged, though not directly, but by inference, with bribery, and that he real the articles charges it and he did not refute it, except to charge the man who made the charge with being a flar. We wish to bring witnesses who will swear that he attempted them. It is a well-known proposition that a man cannot recover damages for his character when he has no character."

The Court refused to allow the introduction of the testimony of attempt at brillery by Massey, although he offered to hear any authorities from counsel.

On cross-examination by Judge Neely witness said he did not care to state what was Mr. Massey's general reputation. Captain Wise excused the witness for the present, stating he would put him on the witness and degain later on. CHARGES AGAINST ME. MASSET,

on the witness-stand again later on.

THE ASR LAWN DUTC.

Captain Wise next asked the Court leave to bring into court the books of the Planters' National Bank of Richmond. Meanwhile he lattroduced the deed from John E. Massey, to his brother, Joseph E. Massey, of Rellingham, Mass., dated April 15, 1872, conveying the estate known as "Ash Lawn," in Albemaric county, in consideration of Ess.51 and the assumption of certain dobts due by John E. Massey, which would bring the total consideration up to \$13,025.

Following this was the answer of John E. Massey, of Franklin, Pa., in the suit brought by John E. King and wife, on which four judgments worp given against Massey, as follows: First, for \$1,02.55, with interest from 180 to 1896, second, for \$1,02.55, in favor of Messer King, W. Yaney, and John W. Moses.

The reading of these judgments was not completed before court adjourned.

Mr. Massey was seen as he left the court-house, and said he was getting a little impetient to go on the stand; that he was very glad to learn that Mr. Decie was the man who wrote the anonymous letter to the New York World.

He had his suspicions, but never before knew as an absolute certainty who was the author of the attack.

\*\*BLECTION OF OFFICEERS. THE ASH LAWN DEED.

BLECTION OF OFFICERS. A Lively Session of the Danville City

DANVILLE, VA., July 1.-Special.-The

DANVILLE, VA., July 1.—Special.—The Council this afternoon, at a special and sonewhat lively session, elsetted the following officers: John A. Smith, clerk of Council and auditor; C. A. Ballou, superintendent gas and water works: William Paylor, clerk of market. In: R. B. James, city physician; N. F. Reid, chief of fire department; keepers of cemeteries, John E. Edwards and James A. Garland.

The sales of leaf tobacco on this market in June were 2.42-38 pounds. Sales from October 1st to June 20th, 32,76,435 pounds, which was 68,871 pounds more than for the same period of the last tobacco year. The shipments of plug tobacco in June were 48,600 pounds.

Dr. Gammen Impt wing.

Dr. Gammon Impriving.

The condition of Dr. Gammon last night was slightly improved. Sunday an operation was performed on him, the surgeons removing two toes on his afficted foot. He rested very comfortably all night, and his many friends are now hopeful of his rapid recovery.

tiary Yesterday.

IT REQUIRED TWO SHOCKS TO KILL HIM

Went to His Fa'e Resolutely But Kept Ris Eves Closed-Revives After the First Application of the Current. The Effort to Save Him.

an was electrocuted this morning. The

actopsy.

The persistency with which Buchanar clung to life marked his case to be end Since the death of the wife whom he murdered on April 2, 1899, to marry the wife from whom he had been reviously divorced, his case has been marked be uncertainties which have made it famous He at first seemed likely to escape sus yieldon, and was not accessed until Jun-

to effect death in this case, was my opinion, due principally to the cha acter of the subject. In the first place Buchanan sat so motionless in the cha before the current was first applied th it was impossible to detect his restin as they should have been. This caused the expuision after the first application of the current, and also probably contributed to cause the slight pulsations which we detected after the current was turned off. Apart from this, the fact that Buchanan had nerved himself to resist the shock had much to do who, his tenacity of life. It is well known that any one can stand a heavier electric shock when prepared to resist it than when it strikes him unawares. Buchanan was an educated man and fully understood the punishment which he had to stood the punishment which he had to

indergo.
"Therefore, he undoubtedly exercised a "Therefore, he undoubtedly exercised a grater resistance than an ordinary men would have done, and contributed by his own will power to prolong his execution. I have no doubt, however, that the first shock destroyed consciousness, and that the execution was a humane and painless one."

Mrs. Buchanan notified Warden Sage

Mrs. Buchanan notified Warden Sage as soon as the execution was over that she intended to claim her husband's body and give it burial. She said that she was without funds, but hoped to ottain assistance from friends. The warden promised to keep the body for a reasonable time, subject to her order, and showed his practical sympathy by starting a subscription in her behalf, to which nearly all the officers of the prison and witnesses of the execution contriand witnesses of the execution contributed.

buted.
Dr. W. N. Gibbons, one of Buchanan's counsel, this evening notified Warden Same that he would assume all expenses.

connected with Buchanan's interment, and he commissioned a New York under-taker to take charge of the matter. Shortly before leaving Sing Sing this afternoon Mrs. Buchanan gave an account of her interview with the Gov-

ernor.

She remained at Rhinecliff last night, and started for Elleralle, the Governor's home, at 5:30 o'clock. In spite of the early hour, the Governor rose immediately upon being informed of her grival, and gave her a hearing, lasting an hour and a half.

The facts connected with the trial and conviction of Dr. Buchanan are quite familiar, and were cited at great length at the time this case was passed upon in the Court of Appeals, Judge Gray delivering the opinion. The court was unanimous in affirming the judgment of conviction. A short time before the day of execution strived the wife and attorneys of Buchanan obtained from Governor Morton a reprieve of one week for the purpose, as understood, of giving him time and opportunity to prepare for death, Just prior to the expiration of the reprieve his lawyers applied to Judge Brown, of the United States Court, for a writ of habeas corpus, but the Judge refused to entertain the application, whereupon his attorneys appealed, or attempted to appeal, to the United States THE TRIAL AND CONVICTION.

The deputy replied in substance that the practice was somewhat unsettled, and advised him not to proceed, where-upon Governor Morton granted another retrieve of one week, and Warden Sage asked advice as to whether he should go on with the execution.

In the mean time the District-Attorney of New York city had sent some communications to the Governor urging that the execution should not be post-poned. The Governor was advised to delay proceedings until Buchanan could be brought into court, so that if there was a possible doubt it could be settled there.

The case was then presented to the Court of Appeals on an action by the

application to Judge Lacombe, of the United States Court, for another writ of haveas corpus and the Judge endorsed

e processed to be hopeful. His was in his cell almost continually 8 A. M. to \$50 P. M. It was an ordeal and she had hard work to aerself from breaking down, he condemned cells section of the

e New York World of yesterday sumr up the case in a nutshell; rn in Scotane, in 1862, 1881 married Annie Price Patterson.

ofth marder.
June 9th-Indicted,
June 9th-Indicted,
June 7th Pleaded not guilty.
March 20, 1865-Trial begun.
April 26th-Convicted
June 7th-Motion for new trial.
June 18th-Arguments postponed.
June 18th-Motion for a new trial ar-

April 2id—Mrs. Buchanan appeals for mercy to Governor Morton. April 2id—Buchanan respited for one week by Governor Morton. April 30th—Deputy Attorney-General Hasbrouck advised Warden Sage that Buchanan must now be resentenced.

May 1st Warden Sage delayed the execution.
May 24 Governor Morton grants a sec-District Attorney Fellows, (
May 4th Execution again delayed by the

May 4th-Execution again delayed by the epinion of Attorney-General Hancock that the court's action should be awaited. May 5th-Ordered to appear before the Court of Appeals for resentence. May 7th-The Court of Appeals resentenced Buchanan to ale during the week beginning July 1st. The District-Attorney's brief in the argument before the Court of Appeals fixed insarily one thousand pages. The entire lestimony and arguments in the case would fill toore volumes than the Encyclopeadia Beltantics.

Ite case in ask-Aste Circustion, WASKINGTON, D. C., July 1-The

WASKINGTON, D. C. July 1.—The national bank-note circulation entstanding June 20th was \$21,000.008, an increase since June 30, 1884, of \$4,261.351. The circulation based on bonds increased auring the year \$5,000.514.

## MAYOR ALVAREZ COMPLAINS.

Does He Expect This Country to Stop All Military Drills,

IN FLORIDA FOR SPAIN'S BENEFIT!

He Says Cubans Become Naturalized Sir ly to Encourage Friendly Sentiment for the Revolutionists-Predicts Ultimate Spanish Victory.

NEW YORK, July 1.-Segundo Alvarez, Mayor of Havana, arrived this morning in New York city. Mayor Aivares, who owns the large cigar plant in Havana, makes serious complaint against the United States in regard to the neutrality laws. He says: "The Government and people of the

United States are either blind or ignorant regarding the present revolution in Cuba. Your President has issued a proclama-

Your President has issued a proclamation enforcing the neutrality laws, but in direct violation of these laws you allow military drills to take place at Key West and at Tampa, Fia.

"You do not intend to aid the insurgents directly, but you tolerate the dfilling of military companies within your territory to aid insurgents against your good faith in your treaty with Spain.

"Of course the people and the Government of the United States are not entirely to be blamed for this state of affairs. There are a great many Cubans prominent in business who come to your country and become citizens, simply for the purpose of arousing friendly sentiment here. They do not renounce their citizenship in Cuba.

"The present war may last one or two yoars longer, but we will win in the shift." I spaak from a Spaniss standpoint, for I was born in the province of Astufairs, in Spain. I own the largest char factory in Hayana, and all we property holders hope that Spain will succeed in uniting down the rebellion."

Mayor Alvarez will go to Saratoga for a few weeks and then return to Cuba.

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HONORS TO THE LIBERALS. Grand Crosses and Stars For Retiring Officinis. LONDON, June 50 .- In addition to the

conferring of kulghthood upon Mr. Joseph Bennis, Lord Mayor of London, the politi-cal honors include the following: cal honors include the following:
Buron Houghton, the retiring Lord Lieujenant of Ireland, and Baron Carrington,
the retiring lord chamberlain, were made
earls; Sir Henry Brougham Loch, Sir Robert George Wyndmam Herbert and the
Right Hon. Herbert Coulston Gardner,
president of the Board of Agriculture, are
made barons, the Right Hon. Henry Hartley Fowler, the retiring Secretary of State
for India, has had conferred upon him the
Grand Cross of the Star of India, the
Grand Cross of the Star of India; the
Glight Hon. Henry Campbell-Hamerman, for India, has had conferred upon him the Grand Cross of the Star of India; the Right Hon. Henry Campbell-Bainerman, reuring Secretary of State for War, secures the Grand Cross of the Bath, Robert Giffen, the statistician, and Col. Vivian Dering Majendie, the expert on explosives and chief inspector of explosives, and Captain Frederick E. Lugard are made Companions of the Bath, Numerous lesser known supporters of the Liberal party have various honors conferred upon them.

OPPOSED TO PRIZE GAMES.

A Memphis Minister Resigned Because He

Could Not Stop Them.
MEMPHIS, TENN., July 1.—Rev. John
A. Brooks, who has been paster of the large and influential Christian church here for more than two years, gave up the charge and left for kentucky, where he will engage in evangelical work. The course was entirely out or the ordinary, and was not charly intimated by the paster in his farewell sermon on Sun-day.

his pre-levessor here to give up the pas-torate.

Wits Against a Manine, Wits Against a Maniae.

JAMPSBURG, N. Y., Jene 30.—Lizzie
Becker, a keen-witted young woman, nad
a thrilling experience Friday night with
her insane brother, John Sh. sat reading, when the door burst open and herbrother rushed in, exclaiming. "An angel
has commanded me to cut off your head;
so get ready at once."

Mizz Becker said. "Don't be in a hurry,
John; it's all right-only let me finish
reading."
The crazy man assented, and sat down.

John; it's all right—only let me finish reading."

The crizy man assented, and sat down. He watched every more his stater made; but she dared not betray the foar site felt. Finally, the lunatic turned his back. Thinking it a favorable opportunity to escape, Mass Beeker attempted to reach the door. With one bound and a fremated cry, John was at her side. Miss Beeker fought for her life, size got possession of the big carving-knife with which her brother intended to cut off her head. She escaped into the hall and locked the door. Hurrying to a neighbor, she was so overcome that several minutes clapsed before she could tell her story. When she returned to the house with assistance, the maniac had escaped by leaping through one of the windows. It is thought he field to the wools.

A Chaperone Elepes.

PITTSBURG, PA., June 20.—The Pitts-

A Chaperone Elepes,
PITTSBURG, PA., June 26.—The Pittsburg Press Club took a trip to Lake Chautauqua yesterdiny. Miss Eather Glit went along as chaperon for a rounger sister, who was the guest of one of the members of the club. When the party boarded the steamer City of Chicago for a totr of the lakes, Oliver Highe, whose father is a member of the glass-firm of Bryce, Highes & Co., appeared suddenly as one of the guests. On reaching Jamestown, N. Y., Mr. Highes and Miss Gill disappeared long enough to find a minister. They sent their marriage certificate home, and the younger sister lost her chaperon. The elder Highes wired his son at Nisgara Falls to-day to come home and be forgiven.

LONDON, June 29.—Oscar Wilde, who is confined in Pentanville prison, in in good health, but the doctors have prohibited his being put in the treadmit. Consequently he is kept picking oakum, but it is understood that he will soon be set to making matches.

put to making matches.

Recently he asked a friend to send him
St. Augustine's works and some historical
books. Wilde's plays are about to make
their reappearance in the English theatres in London. The Grand Theatre an nounces the production of "The Ideal Husband," and prints the author's name in large letters on its bills. WESTE THE IN

WASHINGTON, D. C., July L.-For virgings: Fair, warmer; munt westerly winds.
For North Carolina: Fair, preceded by showers in the early morning; warmer in northwest portion; variable winds.

EANGE CARCULARITEER.

Following was the range of the thermometer at The Thome office restorday; 9 A. M., 76; 12 M., 81; 3 P. M., 80; 6 P. M., 77; 9 P. M., 80; midnight, 48. Average, 68%.